

**WORKING CONDITIONS GOVERNING  
REGULAR AND PROBATIONARY  
CUSTODIAL, WAREHOUSE, AND SECURITY  
EMPLOYEES**

**July 2006 – June 2007**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
(AFSCME)  
Local 751**

**and the**

**DAVENPORT COMMUNITY SCHOOL  
DISTRICT  
DAVENPORT, IOWA**

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## PREAMBLE

This Agreement is made and entered into by and between the Davenport Community School District in the Counties of Scott and Muscatine, State of Iowa, hereinafter call the District, and the American Federation of State, County, and Municipal Employees, Local No. 751, hereinafter called the Union, on behalf of the employees in the bargaining unit, recognized and described in Article I (Recognition) of this Agreement.

## ARTICLE I

### RECOGNITION

#### SECTION 1

The District recognizes the Union as the sole and exclusive bargaining representative for the unit which consists of all permanent full-time and part-time employees of the Davenport Community School District including Custodians, Lead Custodians, Head Custodians, Central Heating Plant, Groundskeeper, Senior High School Head Custodians, Warehouse Person I and Warehouse Person II, Campus Security Supervisors.

Excluded: Associate Director of Finance and Buyer, Supervisor of Custodial Services, Department Director of Operations, temporary and substitute employees and all other employees of the District excluded by Section 4 of the Act.

## ARTICLE II

### DISCRIMINATION

#### SECTION 1

The provision of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, marital status, race, religion, disability, national origin or political affiliation. The Union shall share equally with the Employer in applying this provision of the Agreement.

This provision shall apply notwithstanding any other provision and shall be interpreted in light of Federal and State law, rule and regulation. The parties will meet and confer at mutually agreeable times for purposes of reviewing the interpretation and application of, and compliance with, this provision. However, nothing in this agreement will in any way limit or restrict an employee's right of access to the negotiated grievance procedure in cases of alleged violation, misapplication or misinterpretation of the provisions of this article.

#### SECTION 2

The Employee and Union agree not to interfere with the rights of employees to become or not become members of the Union, and there shall be no discrimination, interference, restraints or coercion by the Employer or the Union against any employee because of Union Membership or lack thereof or because of any employee's activity in an official capacity on behalf of the Union.

### SECTION 3

The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining units without discrimination, interference, restraint or coercion.

## ARTICLE III

### GENERAL CONDITIONS

#### SECTION 1

- A. When a physical, psychiatric/psychological or tubercular examination or laboratory test has been done by a physician acting at the request of the District subsequent to employment, a report of such examination will be furnished to the personal physician of the employee involved upon the request of the employee and his/her physician. The expense of such examination or tests, if required to be conducted by a District doctor or nurse, shall be borne by the District; if such examinations or tests are not required to be done by a District doctor, and are conducted by a physician of the employee's choosing, the employee shall be reimbursed the cost, not to exceed \$25.00 for such exam upon furnishing reasonable evidence of expense and the report of the examination.
- B. Additionally, an employee returning to work following a period of absence from work, e.g., layoff or leave of absence, may be required by the District to take a physical examination. When such examination is required, the expense of the examination shall be paid as detailed in Paragraph A. of this Section.

#### SECTION 2

The District will assign bulletin board space in each building at a convenient location for the exclusive use of the Union.

The Union agrees that it will limit the use of the assigned bulletin board to Union approved notices. These may include, for example:

- A. Union meetings; regular, social or recreational.
- B. Scheduled Union elections and results of such elections.
- C. Copies of Union-sponsored newsletters and newspapers, bulletins, etc.

No provision of this Section shall be construed to permit the posting of any political or advertising matter on assigned bulletin board or elsewhere on school property at any time.

#### SECTION 3

The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the bargaining units. Such Union Representative or others authorized by the Union may visit bargaining unit job sites for the purpose of verifying Employer compliance with the Agreement, provided:

- A. That before doing so, such Representatives shall notify the Director of Human Resource Services, or if he/she so designates, the supervisor, of their presence, and,
- B. Conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

#### SECTION 4 - DEFINITIONS

- A. Supervisor - When the word supervisor is used in this Agreement, it designates the Supervisor of Custodial Services, Associate Director of Finance, or Buyer.
- B. Full-time Employee - Any employee assigned to work six (6) or more hours per day.
- C. Part-time Employee - Any employee assigned to work less than six (6) hours per day.
- D. Temporary or substitute employee - Any employee who does not have a reasonable expectancy of employment beyond ninety (90) calendar days.

#### SECTION 5 - NEGOTIATIONS MEETINGS

Members of the Union contract negotiations committee shall be granted leave from duty for planning sessions and joint meetings between the Employer and the Union concerning negotiations, when such meetings take place at a time during which such members are scheduled to be on duty. Each such member shall give at least twenty-four (24) hours notice of such meetings to his/her supervisor. The Employer shall pay a maximum of thirty-two (32) days of release time (in one (1) hour increments) for negotiations meetings which take place during the employees working hours. The negotiating hours begin once the employee leaves their job.

#### SECTION 6 - QCALM MEETINGS

The local president or his designee shall be allowed time off with pay and without loss of benefits in order to attend the regularly scheduled meetings of the Quad City Area Labor Management (QCALM) Association as long as no substitute is required for the individual attending.

#### SECTION 7

Employees shall be evaluated annually. Employees may be evaluated on a more frequent basis if performance circumstances require it. The evaluation shall be done on the district custodian performance evaluation form.

### ARTICLE IV

#### CHECKOFF AND OTHER DEDUCTIONS

##### SECTION 1

- A. Any employee(s) in the bargaining unit may authorize deduction of nondiscriminatorily levied Union dues from their earnings by signing the form "Authorization for Checkoff of Dues", such authorization to become effective no later than thirty (30) days after receipt.

- B. Authorized dues will be deducted in the amount specified by the Financial Secretary of the Union in writing to the Director of Human Resource Services, from each paycheck of each month except those months when employees receive three (3) paychecks, wherein the dues will only be deducted from the first and last paychecks of that month.

The amount of dues deductions shall be remitted to the Financial Secretary of the Union no later than the week following the actual deduction, together with a list of names (and amounts) from whom deductions have been authorized and made, whose authorization has been revoked (along with copies of such revocations), and whose employment has been terminated.

- C. An employee who wishes to revoke such authorization of deduction may do so by notifying the District by signing the form "Revocation of Authorization for Checkoff of Dues" which may be obtained in the Department of Human Resource Services. Deduction shall be discontinued within thirty (30) days of the receipt of notice of revocation or authorization.
- D. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employees or for the disposition the Union makes of the "checkoff" funds delivered to the Union.
- E. The Union shall indemnify and hold harmless the Davenport School District against any and all liability and expenses, including reasonable attorney's fees, that may arise by reason of the compliance with the terms of this Article.

## SECTION 2

The District also agree to make deductions from wages for employees included in this bargaining unit for the following items when properly authorized in accordance with reasonable District rules:

- A. Credit Union - local
- B. United Way
- C. Annuities
- D. Insurance programs under Article XIV
- E. U.S. "E" Bonds
- F. Section 125
- G. Davenport School District Foundation
- H. AFSCME PEOPLE Program

## ARTICLE V

### DISCIPLINE AND GRIEVANCE PROCEDURE

#### SECTION 1 - DISCIPLINE AND DISCHARGE

- A. Disciplinary action will be taken against an employee only for just cause and shall be subject to the grievance procedure. The disciplinary action shall be appropriate, and such action may include oral warning or counseling, written warning, suspension and discharge. Demotions will not be used for disciplinary purposes except as may be mutually agreed to by the Union and the Employer. Supervisors will endeavor to handle discipline discreetly.

- B. Prior to taking disciplinary action against an employee, the District shall convene a meeting for the purpose of affording the employee the opportunity to respond to the allegation(s). The employee's response to the allegation(s) shall be taken into consideration by the District prior to determining whether disciplinary action is appropriate. The employee may elect, at their option, to have union representation present. It is the responsibility of the employee to arrange such representation. It is understood that this meeting does not constitute a grievance hearing.
- C. When an employee has been disciplined as provided in Paragraph A above, a written statement of the reason therefore will be furnished the employee. The employee's steward will be promptly provided with a written copy of any disciplinary action taken against an employee. The employee may request the presence of his/her steward at the time disciplinary action is taken.
- D. If any employee desires to present a grievance because of disciplinary action taken as described in Paragraph A above, said grievance must be filed within ten (10) calendar days from the effective date of the disciplinary action and shall enter the grievance procedure at Step 2 of the Grievance Procedure, Section 2
- E. If any employee with seniority is given a written reprimand, it shall state the offense involved. After a written reprimand has been on file for fifteen (15) months from the date of its receipt without any intervening disciplinary action, it will be removed from the employee's employment record.
- F. This Article shall not apply to probationary employees.

## SECTION 2 - GRIEVANCE PROCEDURE

Employee grievances and Union disputes concerning the interpretation and application of this Agreement, or any Agreement made supplementary hereto, shall be settled in accordance with the following procedure:

Step One - The employee, with or without his/her steward, shall take up the grievance or dispute with his/her building administrator within five (5) working days of the date on which the act or condition complained of occurred or within five (5) working days from the date when he/she first should have had knowledge of its occurrence. The building administrator will attempt to resolve the matter and will in any event, respond to the employee and his/her steward within five (5) working days. If the building administrator is unavailable, the grievance may be filed at the 2nd step of the grievance procedure. Grievances arising from the warehouse will be initiated at Step Two of this procedure.

Step Two - The grievance shall be reduced to writing on either the District or Union grievance form and signed by the aggrieved employee and/or representative within five (5) working days after the above informal discussion on the alleged grievance has been concluded. Any such grievance reduced to writing shall specify the specific Section(s) and/or Article(s) allegedly violated and shall also state the specific relief sought. The Supervisor and/or building administrator shall formally answer the grievance within five (5) working days from the receipt of the grievance.

Step Three - If the grievance still remains unresolved, the Grievance Chairperson shall so advise the Director of Human Resource Services in writing within five (5) working days after the response of the Supervisor was due. The matter shall then be considered at the next Grievance Committee meeting. The Employer's final decision on the grievance will be presented in writing to the Grievance Committee Chairman within five (5) working days after the close of such Grievance Committee meeting.

Step Four - If the grievance is still unresolved, either party may, within ten (10) working days after the response of the designated representative of the Employer is due, make written request for arbitration.

The Union's International Union Representative and/or Council Representative may attend and participate in all matters pertaining to the grievance at Step 3 and beyond.

The Union may submit a written demand to the Public Employment Relations Board requesting a list of five (5) arbitrators. Each of the two parties shall alternately strike one (1) name at a time from the list until one (1) shall remain. The remaining name shall be requested to be the arbitrator.

The party making the first strike shall be decided by the flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this Agreement. However, he/she shall have no power to change or amend the terms, conditions or applications of this Agreement or any other Agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies hereof presented to each party within thirty (30) days from the date the hearing terminates.

The party initially requesting arbitration shall present its case first, except in the case of a disciplinary action where the Employer shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, including any lost wages of witnesses or representatives, and both parties shall equally share the expense the arbitrator and other incidental and necessary expenses involved.

### SECTION 3 - DECISIONS

If it is determined under the procedure set forth in this Article that an employee has been suspended or discharged without just cause, such employment shall be entitled to reinstatement of seniority and payment for time lost; provided, however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances of the particular case.

### SECTION 4 - TIME LIMITS

Grievances must be taken up promptly and awards and settlement thereof shall in no case be retroactive beyond the date on which the grievance was first presented to the supervisor. Failure on the part of the Union or an employee to make a timely filing or appeal under this Article, except for good cause, shall constitute a waiver of the grievance. Upon failure of the Employer to make a timely filing or answer under this Article, appeal will be deemed automatic to the next step. By mutual agreement in writing the parties may extend the time limits to a particular grievance.



## SECTION 5 - PROCESSING GRIEVANCES

It is understood the processing of formal grievances under this procedure shall be conducted after regular work hours at a time and place which will afford a fair and reasonable opportunity for all parties concerned to be present. When such hearings and/or conferences are held, at the option of the Supervisor and/or building administrator, during the regularly scheduled workday, a certified Union representative who is an employee of the District and whose presence is required shall be excused from assigned duties and shall be paid his/her regular straight-time hourly rate for that purpose.

## SECTION 6 INVESTIGATING GRIEVANCES

Investigation of a grievance may be done on work time of the steward employee and other employees involved, provided that the Director of Human Resource Services or his/her designee has agreed that the particular investigation cannot be made outside of work time (that is on lunch or after work hours), that all employees (including the steward) will have their work completed without use of overtime, and that such investigation will not disrupt or interfere in normal operations.

## SECTION 7 – STEWARDS

Employees, who have successfully completed their probationary period, selected by the Union to act as Union Representatives shall be known as "stewards". The names of the employees so selected and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the local Union within ten (10) days from the signing of their Agreement. The local Union will also so certify the names of the stewards, not to exceed seven (7) in number, who will constitute the Union's Grievance Committee. Only certified union representatives will be recognized by the District.

## SECTION 8 - GRIEVANCE COMMITTEE

Regular meetings between the Union Grievance Committee and the Employer shall be held at a mutually convenient time at least once each month, unless there is no pending third step grievance. Emergency meetings may be called by mutual agreement. If a regular meeting or emergency meeting is held during an employee's regular work time, then employees will be paid for time falling within their regular work time.

All Grievance Committee meetings will be for the purpose of adjusting pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss other issues with the Employer which would improve the relationship between the parties.

# ARTICLE VI

## SAFETY AND HEALTH

### SECTION 1

The Board agrees to maintain safe, healthy working conditions in the schools and to remedy unsafe and unhealthy conditions, to the extent that this is possible, as soon as the allegedly unsafe and/or unhealthy conditions are brought to its attention.

## SECTION 2

It is understood and agreed all employees and Union representatives shall be expected to practice normally recognized prudent behavior governing health, safety and sanitation in the performance of their respective assignments.

## SECTION 3

The District shall furnish special safety devices (except for examination, prescription and prescription grinding of safety glasses) where such are required by applicable Iowa regulation.

## SECTION 4

A safety committee composed of three (3) members appointed by the Union and three (3) members appointed by the employer shall meet when needed (as determined by either the District or the Union) at mutually agreeable times and locations to discuss safety matters. Union members shall attend safety committee meetings without loss of pay.

# ARTICLE VII

## HOURS OF WORK

### SECTION 1 - WORKWEEK

The workweek for employees shall begin at midnight Sunday and extend to midnight the following Sunday.

### SECTION 2 - HOURS OF EMPLOYMENT

- A. The regular workweek for each full-time employee shall consist of five (5) consecutive eight (8) hour days and a total of forty (40) hours.
- B. The regular workweek for part-time employees shall consist of five (5) four (4) hour or more workdays and a total of at least twenty (20) hours per week.
- C. The regular workweek extends from Monday through Friday. For 3rd shift employees, however, the regular workweek shall commence Sunday evening through Friday morning. Holidays for 3rd shift employees begin the evening before the holiday. However, the District, during the duration of the school year (from the period that school starts in the fall until it ends in the spring), may schedule regular workweeks that include Saturdays for a maximum of four (4) positions at the following schools in the following numbers: two (2) employees at West, one (1) employee at Central and one (1) employee at North. Every effort will be made to mutually agree upon the day of the week not worked. The four positions mentioned above will be phased in as the positions become vacant. However, one (1) position at West shall become effective at the September, 1994 bid meeting. These four (4) positions are not bound by the five consecutive workday requirement.

### SECTION 3 - WORK SCHEDULE

All employees shall be assigned a regular schedule, which shall have a regular starting and quitting time. Custodial work schedules showing the employee's workdays, hours and assigned duties shall be posted in each building at all times, except when changed temporarily because of some unanticipated emergency situation(s). The Employer must post ten (10) days in advance any permanent change in work schedules unless mutually agreed upon by both parties. Emergency situations shall not change the schedule for custodial services or warehouse employees for more than one (1) workweek. Work schedules may be temporarily changed to accommodate District planned in-service training.

On in-service days an individual custodial services employee may modify his/her work schedule if advanced approval is obtained from the building Administrator or the Supervisor of Custodial Services, based on the operational needs of the District. In the event a custodial services employee individually requests from the building Administrator or Supervisor of Custodial Services a modification of their own respective work schedule, said employee shall not be eligible, during the in-service day, for night shift differential pay, if their starting time is prior to 2:00 p.m.

### SECTION 4 - OVERTIME

All work performed in excess of eight (8) hours in any one (1) workday or forty (40) hours in any one (1) workweek shall be overtime and shall be paid at the rate of time and one-half of the employee's regular straight-time hourly rate when authorized by Supervisor or building administrator.

### SECTION 5 - DIVISION OF OVERTIME

When overtime is required in any building, such required overtime shall be divided as equally as possible between employees in the building. No employee shall perform an instance of overtime work unless they meet the qualifications for the work necessitating the overtime. Employees shall not be required to take time off as compensation for working overtime.

All paid leave hours, except for vacation, shall be considered as hours worked for purposes of computing overtime.

### SECTION 6 - CALL BACK

Any employee who having left the building after completing his/her regular shift, is recalled to perform additional work shall be given the minimum of two (2) hours of work at his/her regular straight-time rate or overtime rate, if applicable. On emergency recalls, excluding weekly building checks, employees will receive two (2) hours pay as provided above.

### SECTION 7 - REPORT PAY

Any employee who reports for work at his/her regular time, unless he/she has been told in advance of his/her leaving for work not to report, and whose regular work is not available, will be assigned other work.

## SECTION 8 - REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift (4 hours). The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

## SECTION 9 - MEAL PERIODS

All full-time employees shall be granted a thirty (30) minute unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. The length of the meal period may be lengthened by the mutual agreement of an employee and the building administrator or designee.

# ARTICLE VIII

## HOLIDAYS

### SECTION 1

The District will recognize and designate the dates of the following twelve holidays for custodial and warehouse workers:

- Independence Day
- Labor Day
- Thanksgiving Day and Friday after
- Winter Holiday (2) Days
- New Year Holiday (2) Days
- Martin Luther King's Birthday
- President's Day
- Spring Break (1) Day
- Memorial Day

The District will recognize and designate the dates of the following nine holidays for campus security supervisors:

- Labor Day
- Thanksgiving Day and Friday after
- Winter Holiday (2) Days
- New Year Holiday
- Martin Luther King's Birthday
- President's Day
- Memorial Day

Holidays for 3<sup>rd</sup> shift employees begin the evening before the holiday.

## SECTION 2

Eligible employees shall receive one (1) day of pay for each of the holidays listed in Section 1 above on which they perform no work. Such holiday pay shall be eight (8) times the employee's current hourly rate unless his/her regular workday is less than eight (8) hours in which case he/she will be paid his/her regular hourly rate times the number of hours in his/her normal shift for that day.

## SECTION 3

Employees will not receive pay for holidays enumerated above under the following conditions:

- A. If they are temporary or substitute employees.
- B. Employees laid-off due to lack of work or suspended or discharged.
- C. Holidays occurring during an employee's unpaid leave of absence.
- D. Employees who refuse or fail to report for work on such holidays when requested by the Supervisor.
- E. Employees who are absent on the regularly scheduled workday preceding the holiday or are absent the regularly scheduled workday following the holiday, unless they have a reason satisfactory to the Director of Human Resource Services.

## SECTION 4

If an employee works on a holiday, he/she shall be paid time and one-half for all hours worked in addition to his/her holiday pay.

## SECTION 5

Holiday hours shall be considered as time worked in computing overtime.

# ARTICLE IX

## VACATIONS

### SECTION 1 - DEFINITIONS

Anniversary years of service shall mean consecutive years of Service with the District from the last date of hire. Absence by reason of a paid leave of absence shall be counted as continuous service for this Article. No employee while on unpaid leave shall be entitled to vacation or vacation pay.

### SECTION 2

Employee's vacation time will be arranged by mutual agreement of the employees in a building, subject to the approval of the Supervisor and the Building Administrator. If such approval is not granted, vacations will be scheduled by the Supervisor at the time requested by the employee

provided that if the work requirements make it necessary to limit the number of employees on vacation at the same time, the employees with the greater seniority shall be given priority. Employees will give as much advance notice as is possible of the desired vacation period. Vacation may be taken in increments of one (1) hour at a time.

- A. Eight hour employees who have completed more than six (6) months and less than five (5) years of continuous service shall be entitled to six (6) hours and forty (40) minutes of vacation per month computed on the basis of the regularly established hourly rate retroactive to the initial date of hire.
- B. Eight hour employees who have completed five (5) years of continuous service shall be entitled to ten (10) hours of vacation per month with pay computed on the basis of the regularly established hourly rate.
- C. Eight hour employees who have completed ten (10) years of continuous service shall be entitled to thirteen (13) hours and twenty (20) minutes of vacation per month with pay computed on the basis of the regularly established hourly rate.
- D. Upon an eight hour employee's 20, 25 and 30th anniversary of employment he/she shall be credited with one additional week of vacation on those anniversaries only.
- E. Employees assigned to less than eight hours will have vacations under Paragraphs A, B, C and D above prorated based on the number of hours they are regularly assigned to work.
- F. When a scheduled holiday intervenes during employee's vacation an extra day will be allowed.
- G. All employees who have less than one (1) year of continuous employment will be required to take all vacation during the intercessions or summer vacation time.

Employees who have completed one (1) year of continuous service on the anniversary of their hire date shall be eligible to use up to ten (10) days of vacation during the school year. Five (5) of those days must be taken on scheduled non-student days: Winter and Spring breaks; in-service days; parent conference days; committee meeting days.

Employees who have at least ten (10) years of service will be eligible to use up to fifteen (15) days of vacation during the school year. Five (5) of these days must be taken during the Winter/New Year or Spring breaks. Five (5) of these days must be taken on scheduled district non-student days with the approval of the building administrator and the supervisor.

Exceptions may be granted by the Supervisor of Custodial Services for employees who work in an extended calendar, balanced calendar, or year-round calendar building.

Employees can apply for vacation during the shutdown and it can be approved by the supervisor at the time requested by the employee provided his/her work does not require him/her to be on the job.

The provisions shall not apply to Warehouse employees. These employees may, with District approval, take vacation at any time during the year.

- H. Except as noted in G above, employees must take vacation time during the summer months except the first week after school is dismissed and the week before school begins.
- I. Employees may accrue vacation to an eighteen (18) month accumulation maximum. In the event of extenuating circumstances, the District and the Union may mutually agree to allow employees to accrue more than the maximum vacation accumulation.

### SECTION 3

Any employee with seniority who is laid off under the provisions of Article X (Seniority), who quits with two (2) weeks written notice or who retires shall receive at that time an amount of vacation pay proportionate to his/her length of continuous employment since his/her last anniversary date plus any past unused earned vacation previous to that anniversary date. In case of death the same shall apply to the employee's estate.

### SECTION 4

This Article does not apply to security personnel.

## ARTICLE X

### SENIORITY

#### SECTION 1 - DEFINITIONS

- A. For purposes of this Article, seniority means an employee's length of continuous service with the Employer since his/her last date of hire within this unit. If multiple hires occur on a given date, seniority will be determined by the drawing of cards.
- B. The terms "qualifications" and "qualified" wherever used in this Article as descriptive of an employee, shall mean, with normal supervision, the factors necessary for the satisfactory performance of the work for which the employee is being considered. Employees hired after July 1, 1997 shall be required to have attended lead custodian, or boiler training during the first 180 days of employment (probationary period).
- C. Any employee who has acquired seniority and employment will be broken for the following reasons only:
  - (1) If employee quits, either by (1) notifying the Director of Human Resource Services, or (2) remaining away from work three consecutive working days or more without a reason satisfactory to the Director of Human Resource Services.
  - (2) Discharged.
  - (3) If, after a layoff, employee fails to report for work within five (5) working days after being notified in writing at employee's last known address to do so, unless prevented by illness or other reasons satisfactory to the Director of Human Resource Services. Employees laid off and desiring to retain seniority rights must keep their address known to the District.

- (4) If employee is laid off by the District for a period of time equal to employee's length of service prior to layoff or a period of one (1) year, whichever is the lesser.
- (5) Employees absent for health reasons, unable to return to work within two (2) years following the expiration of sick leave.
- (6) Death or retirement.

## SECTION 2 - PROBATIONARY PERIOD

The first one hundred eighty (180) calendar days of active employment of the employee during the employee's last period of employment is a probationary period during which period there shall be no responsibility on the part of the District for the continued employment of above referred to new employees. By the end of the one hundred seventy (170) calendar days the employee will be evaluated by members of the District management as to whether he/she will be retained with the District, and the termination of such probationary employees shall not be subject to challenge or made the subject of grievance.

When the probationary period is satisfactorily completed, seniority will date back to the original date of hire.

## SECTION 3 - ESTABLISHMENT OF SENIORITY

The District seniority list shall contain the names of all employees, except for probationary employees, as already established on the existing District-wide list. Every three (3) months the Employer shall post on all Union bulletin boards a seniority list District-wide and lists within classifications. A copy shall be furnished to the Local Union when it is posted.

## SECTION 4 - LAYOFFS

When it becomes necessary to reduce the number of employees in a classification, then upon employee's thirty (30) calendar days' notice, the procedure will be as follows:

- A. Probationary employees will be removed from the affected classification and after that employees with seniority will be removed from affected classifications in the reverse order of their seniority.
- B. Employees may bump the least senior employee in the same classification who is scheduled for the same number of hours provided he/she has greater seniority. If there are no less senior employees in the same classification and schedules for the same number of hours, then the employee may bump the least senior employee in the next lower paying classification (and same number of scheduled hours) for which he/she is qualified to perform the work provided he/she has greater seniority. If there is no such position held by a less senior employee, the employee may bump a part-time employee. This provision pertains to the employee's department only.



## SECTION 5 - RECALLS

- A. In the case of recalls, employees laid off out of the District will be recalled on the basis of their District-wide seniority, provided in all cases they are qualified to perform the work required.
- B. Employees reduced from a classification under Section 4 or employees referred to in Paragraph A above will thereafter be recalled to their former classification.

## SECTION 6 - POSTING OF LAYOFFS AND RECALLS

A list showing the names of employees who have been laid off or who have been recalled will be available in the office of the Director of Human Resource Services and shall be included on the list described in Section 3.

Any changes on that list between posting times will be given in writing to the Union. The reasons thereof shall be provided in writing to the affected employee. There shall be no redress to the Grievance Procedure by any employee in connection with layoff or recall unless a grievance is presented within ten (10) working days from actual date of layoff or recall.

## SECTION 7 - JOB POSTING

Whenever a job opening occurs, other than those excluded below, in any existing job classification or as a result of the development or establishment of new job classification, the following procedure shall apply:

- A. Any vacancy which in the best judgment of the District is of a temporary nature, that is, of less than ninety (90) days' duration, shall not be listed as a vacancy and it shall not be posted. A vacancy due to illness shall not be considered a vacancy and shall not be posted until 10 workdays following the expiration of the employee's health leave.
- B. All custodial vacancies occurring during September - May will be posted for bidding meeting purposes with no less than five working days notice. All custodial vacancies occurring during June - August will have notice for bidding meeting purposes delivered with pay checks with no less than five working days notice. The effective date for all transfers as a result of the bidding process will be the next payroll start date following the bidding meeting. If there are not at least seven (7) calendar days between the bid meeting and the next payroll start date, then the effective date of transfer will be the second payroll start date following the bidding meeting.

All Warehouse and Security vacancies will be posted for ten working days. The posting will specify the job classification and building in which the vacancy exists, hours of work, and any qualifications necessary for an employee with seniority to be eligible to make application for the vacancy. The posting will be placed at each district facility. Any employee with seniority who can qualify or believes himself/herself to be qualified may apply for the posted vacancy in writing to the Director of Human Resource Services within the designated posting period. The opening shall be filled by the most senior qualified unit employee.

- C. For custodial vacancies occurring during September – May, a bidding meeting for all eligible and interested employees will be scheduled within two (2) weeks following the posting of vacancies at which time all vacancies will be filled. For custodial vacancies occurring during June – August, a bidding meeting for all eligible and interested employees will take place during the third Saturday of each of those months, at which time all vacancies will be filled. All employees interested in bidding for positions will be provided the opportunity to attend the bidding meeting. Employees who do not attend the meeting may bid by proxy. Employees in lay-off status may attend bid meetings and exercise their seniority to obtain available positions. Employees may bid more than once at the bid meeting.
- D. The posting shall specify the seniority, classification and building in which the vacancy exists; approximate hours of work; work schedule; and any qualifications necessary for an employee with seniority to be eligible to make application for the vacancy.
- E. All vacancies will be filled by the most senior, qualified bidder.
- F. Probationary employees shall be deemed not qualified for vacancy bidding unless the probationary period will be completed at the time the bids take effect.
- G. When an employee is the successful bidder for a position, that employee must remain in said position for eight (8) months. A successful bidder may request to bid within the eight (8) month period with permission from the Department Director of Support Services or the Supervisor of Custodial Services after discussion of special reasons. The employee may have a union steward present at such discussion. By Wednesday at 5:00 p.m. in advance of any bidding meeting, the Supervisor of Custodial Services shall provide the Union Chapter Chairperson written notice of the names of employees who have been given special permission to bid during that bidding meeting.
- H. When an employee in one classification is transferred to a position in a higher classification, he/she shall receive the established rate for the job classification that is the next higher rate than his/her previous rate. When an employee in one classification is transferred to a position in a lower classification, he/she shall receive the established rate for the new position.
- I. When no employee bids, the District may involuntarily promote a qualified employee to the position. Any employee so transferred shall be notified in writing ten (10) working days prior to the effective date of transfer. No employee shall be assigned to a position for reasons deemed to be arbitrary, capricious or without basis of fact.
- J. The position created by the involuntary promotion shall be bid at the next bid meeting.
- K. Employees are allowed to exercise bidding rights during only one (1) bidding meeting during each instance of worker's compensation. In this one bidding meeting, employees shall be allowed to make a multiple number of bids, but shall be limited to three successful bids.
- L. The Union president shall be notified in advance (when possible), under separate cover by the Department of Human Resource Services of each School Board meeting when contracting out of bargaining unit positions is scheduled to be discussed. The District shall formally notify the Union President, in writing, three (3) months in advance of the effective date of any contracting out of bargaining unit positions.

- M. When an employee receives three (3) or more unacceptable ratings on the district custodian performance evaluation form, at the request of either the building administrator or Supervisor of Custodial Services, a performance committee shall convene. Members of the performance committee will include the building administrator of the affected building, Supervisor of Custodial Services, a representative appointed by the Union, the affected employee, and the Head Custodian of the affected building. In the event the Head Custodian is the affected employee, the Head Custodian shall not be replaced on the committee. The purpose of the committee shall be to attempt to remedy performance concerns about the individual employee. The committee shall mutually specify a series of expectations which shall constitute adequate performance, and shall develop a plan of action to resolve deficient performance. The committee shall not reconvene provided the employee is making reasonable progress toward resolving performance concerns. Employees who have had the performance committee convened upon them in one or more schools, two (2) or more times, in the preceding six (6) months shall not be allowed to bid.
- N. Employees who assume a position with pool responsibilities but do not have current pool certification will be scheduled and required to take a local pool certification class within a reasonable period of time after assuming the position. If the employee does not successfully complete the first class for certification, the employee will take a class designated by the District. The District will pay the tuition. If the class is offered out of town, the District will provide a school vehicle or pay mileage at the current District rate. If necessary the District shall provide overnight accommodations. If an employee's regular work schedule does not agree with the time that the class is offered, then there will be a temporary adjustment to their work schedule. The employee shall suffer no loss of pay while in attendance or driving to and from, but shall not incur overtime on the training days or travel days. This procedure also applies for recertification classes. The first and second class will be scheduled to occur within six (6) months after assuming the position. Unsuccessful completion of the second class will mean that the person is not qualified to hold the position. The employee will be allowed to remain in the position only until the next bid meeting.

#### SECTION 8 - CROSS-OVER SENIORITY

Former employees of the unit rehired within one (1) year following the completion of 1/2 year of employment in the District will be granted seniority accrued for/and during all previous years of employment in the unit. Such seniority shall apply to transfer, bidding and layoff. Bargaining unit seniority for employees of the Warehouse shall be July 1, 1982.

New employees to the unit as of July 1, 1986, regardless of status in another unit, have a seniority date reflecting the first day worked in this unit for purposes of bidding, transfer and layoff.

Security employees amended to this unit shall have a seniority start date of 7-1-02, however, current employees of the security job classification will retain their previous seniority prior to joining this unit.

## ARTICLE XI

### LEAVES OF ABSENCE

#### SECTION 1 - DEFINITION

Days of pay, for purposes of this Article, refers to the number of hours the employee is regularly scheduled to work multiplied by the employee's regular straight-time rate, on days the employee, but for the leave, would be regularly scheduled to work.

#### SECTION 2 - GENERAL PROVISIONS

- A. An employee on leave, as specified in this Article, shall retain and accumulate seniority and shall be returned to the classification and assigned building held at the time of beginning such leave, provided the operation of the Seniority Article permits such return, and provided the employee returns to active employment at the expiration of such leave. The Employer will post the position at the next bid meeting, but will inform employees of the expected duration of the opening. When the employee returns from his/her leave, the employee who bid will be afforded bumping rights in accordance with Article X.
- B. To be eligible for voluntary leaves as specified in this Article, an employee must properly notify his/her supervisor and building administrator who will notify the Director of Human Resource Services. This notification should be as much in advance as possible and on the appropriate form filled out at the earliest opportunity.
- C. An employee who fails to report to work at the expiration of a leave shall be considered as voluntarily terminated unless the employee has a reason satisfactory to the Director of Human Resource Services.
- D. Any employee who, while on approved leave of absence, uses such leave for any purpose other than the one stated in the application for the leave, shall be subject to disciplinary action as specified in Article V, Section 1.

#### SECTION 3 - JURY SERVICE LEAVE

- A. An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service in a proceeding to which the employee is not a party in a court of record will be excused from duty with pay less the amount of compensation received for such service or appearance excluding mileage and meal allowances.
- B. In order for an employee to be eligible, the employee shall:
  - (1) Immediately notify his/her immediate superior of receipt of summons for such service.
  - (2) Furnish his/her immediate superior proper evidence of amount of compensation received for such service.

- C. Any employee excused from service prior to the completion of his/her work schedule shall report for work to finish his/her workday. If any employee fails to report for work to finish his/her workday, he/she shall be reimbursed only for actual hours lost up to the time he/she was excused. No employee will be expected to work more than eight (8) hours in any one workday including time spent on jury duty.

#### SECTION 4 - BEREAVEMENT LEAVE

- A. When death occurs in the immediate family of an employee, such an employee, upon request, will be excused from his/her regularly assigned duties and shall be paid for a reasonable amount of time (excluding Saturdays, Sundays and holidays) because of such death, providing the employee attends the funeral, but in no event exceeding five (5) normally scheduled workdays, except in the case of employee's spouse. Bereavement leave in case of spouse or parent need not be taken consecutively with the approval of the Supervisor of Custodial Services.
- B. An additional five (5) normally scheduled workdays shall be allowed, if necessary, in the event of the death of an employee's spouse.
- C. Members of the immediate family of the employee shall include only the following: spouse, child, parent, and grandparent, grandchild, mother-in-law, father-in-law, brother, sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or other relatives permanently residing with the employee.

#### SECTION 5 - EMERGENCY LEAVE

All regular employees shall be allowed a total of three (3) days in each school year, without loss of pay, for emergencies, such as emergency illness within the immediate family, funeral outside the immediate family, religious holidays requiring absence from work, car accident, inclement weather making it impossible for the employee to get to work, disaster, and/or other comparable circumstances which cannot be taken care of on a day other than a workday. Such leave days shall not be cumulative from year to year. Emergency leave may be used in one (1) hour increments.

Security employees hired prior to July 1, 2002 may accumulate up to five days emergency leave. The following is a non-inclusive list of situations not qualifying as emergency leave:

- Vacations
- Attendance at non-school related meetings and activities
- Personal business that can be conducted during non-school hours
- Absences to accommodate further or promote the employee's non-school related activities or the career of the employee's spouse

One (1) emergency leave day each year may be utilized for personal leave. Personal leave shall not be taken the day before or the day after a school vacation or holiday. Personal leave shall be used for personal needs. Personal leave and emergency leave may be taken in one (1) hour increments. Requests for personal leave for Custodial Services employees shall be received by the Operations Center five (5) working days before the requested day and no more than three requests will be granted for the same day. Request for personal leave for Warehouse employees and Security employees shall be received by the employee's immediate supervisor five (5) working days before the requested day and at least one request will be granted to Warehouse employees for the

same day and at least one request will be granted to Security employees for the same day. Exceptions to advance notice and employee off limitations shall be considered by the supervisor of the employee. If there are requests in excess of the number of employees off limitations, requests shall be honored on a bargaining unit seniority basis.

#### SECTION 6 - EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay for limited periods of six (6) months or one (1) year may be granted at the discretion of the District for a reasonable purpose upon application of the employee and approval of the Director of Human Resource Services, and provided the Union also agrees such purpose is reasonable.
- B. While on an extended leave under this Section, the employee's interest in retirement funds, future vacation accumulation, accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits will be earned or provided by the District during his/her type of leave. However, the employee may purchase insurance programs available to other employees.
- C. Employees on such extended leave of absence are not eligible to draw any compensation except for vacation earned prior to the employee's last anniversary date, or accumulated sick benefit.
- D. Seniority shall be retained and accumulated during this type of leave up to the length of the approved leave.
- E. The District shall grant a leave of absence without pay of not more than one (1) year to any employee with seniority elected or selected to any Union office requiring such leave of absence. Such leave of absence may be renewed or extended for a similar period at any time upon mutual agreement of the District, the Union and the employee. No more than one (1) employee may be on leave of absence pursuant to this Paragraph at any one time.
- F. Also, if a member of the Union is selected by the Union to participate in any other Union activity, he/she shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it shall be renewed or extended for a similar period, at any time upon the request of the Union. No more than two (2) members may be on leave of absence at any one time under this Paragraph, and said two (2) members must come from different buildings.
- G. Employees covered by this contract shall be entitled to rights specified in the Federal Government Family and Medical Leave Act.

#### SECTION 7 - HEALTH LEAVE

- A. At the beginning of each school year a total of fifteen (15) days of health leave allowance, accumulated from year to year, regardless of the number of years of continuous employment, shall be credited to each employee. However, any employee hired after July 1, 2000 shall be limited to a maximum accumulation of one hundred eighty (180) days.
- B. In order to be eligible for health leave allowance, it is the responsibility of the employee to notify his/her immediate supervisor as soon as possible regarding the illness and to present

such reasonable evidence as requested to confirm the necessity of such absence. A doctor's statement may be required as evidence of the employee's ability to resume employment after a confining or disabling illness or accident.

- C. Employees who return to the District following a leave of absence will have cumulative health leave earned prior to such leave of absence credited to their health leave account.
- D. During the month of December each year, employees will receive a record of their accumulated health leave from the Director of Human Resource Services.
- E. New employees whose services commence after the beginning of the fiscal year shall be granted a pro rata share of the fifteen (15) days allowed.
- F. Scheduled holidays which intervene during an employee's absence due to personal illness are not deducted from health leave allowance.
- G. Employees shall not use sick leave in less than one (1) hour increments.
- H. Maternity shall be treated as any other illness or disability.
- I. Employees may elect to supplement workman's compensation benefits with accrued health leave. The District shall only, deduct in one (1) hour increments, health leave for each day of supplementation requested by the employee.

#### SECTION 8 - MILITARY SERVICE

- A. None of the provisions of this Agreement shall be permitted to conflict with any obligations of the Employer under any Selective Service Act, and amendments thereto, for any of its employees who have been inducted into any of the services covered by such acts and amendments thereto.
- B. An employee accepted for membership in the Peace Corps shall be granted the same privileges and shall be reemployed under the same circumstances as if he/she had entered the Armed Services of the United States. This provision shall cover one enlistment only.
- C. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity.

Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service. Employees shall be entitled to the military leave benefits provided under the Iowa Code at Section 29A.28.

#### SECTION 9

Employees covered under this agreement shall be covered under the terms and conditions of the Federal Government Family and Medical Leave Act. The Act may provide for rights and benefits in addition to those granted under this collective bargaining agreement. Employees may receive

information concerning the Family and Medical Leave Act through the District Human Resource Services Office.

## ARTICLE XII

### WAGES

#### SECTION 1 - RATES OF PAY

The schedule of hourly rates for hourly rated job classifications listed in Exhibit "A" attached hereto shall be effective during the terms of this Agreement and is accepted as recording the rates for all hourly rated job classifications, including the hourly rate for any employee who may be hired during the life of this Agreement.

#### SECTION 2

When an hourly paid employee is permanently transferred to another job classification, the rate for such an employee shall be that specified for the new classification in the grade held by the employee in his/her previous position.

#### SECTION 3 - PAY PLAN

Employees shall be paid bi-weekly on an every-other Friday basis prior to the end of work shift.

#### SECTION 4 - TEMPORARY ASSIGNMENT

Employees who are temporarily assigned to work in a higher paid classification shall be paid the rate for the position to which they are assigned when the assignment lasts for at least forty hours.

## ARTICLE XIII

### EFFECT OF AGREEMENT

#### SECTION 1

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties.

#### SECTION 2

If any article, section, paragraph, clause or sentence of this Agreement should be declared invalid or unconstitutional, such decision(s) shall not void anything remaining in the contract, and they shall remain in full force and effect for the duration of this Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending article or section.



## SECTION 3

During the period of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matter affecting this Agreement, or any other matters not specifically set forth in this Agreement.

## ARTICLE XIV

### INSURANCE

#### SECTION 1 - NO ADDITIONAL LIABILITY

The District shall make no modifications to the insurance coverage currently in effect for District employees in this bargaining unit. The contract grievance procedure shall not be utilized to resolve disputed insurance claims for individual employees.

#### SECTION 2 - INFORMATION

The District will make reasonable attempts to inform employees of their insurance benefits, but such attempts to inform employees shall create no liability beyond the certificate of insurance or otherwise affect the application of Section 1, and employees shall rely on such certificates of insurance. Copies of such certificates of insurance will be furnished to employees by the Director of Human Resource Services.

#### SECTION 3 - AVAILABILITY

A. Any waiting periods, necessary voluntary agreements to participate, or any other availability restrictions including "Pre-Existing Conditions" as outlined by the Summary Plan Document of the listed policies shall prevail over the general language contained in this Article. The provisions of this Section speak only as to the general availability of insurance among different classifications and groups of employees.

B. Hospitalization, Health and Major Medical Policy:

1. Health and Major Medical - The Board shall provide hospitalization and health insurance, including major medical protection for full-time employees scheduled to work an average of six (6) hours a day or more per workday and their eligible dependents pursuant to the terms and conditions of the Summary Plan Document distributed to employees and dated 7/1/2000.

Effective 8/1/04, for Diagnostic X-Ray and Lab: PPO Network Providers – Eligible expenses paid at 80%. The plan's deductibles do not apply. Non-Network Providers – Eligible expenses paid at 60%, subject to the Non-Network deductible.

Effective 7/1/06 employees electing single health insurance shall contribute fifteen dollars (\$15.00) per month towards the cost of single health insurance premiums. Employees may elect to pay for said benefits through the execution of an individual payroll deduction under the provisions of the 125 plan.

Effective 7/1/06, employees electing family health insurance shall contribute thirty dollars (\$30.00) per month toward the cost of family health premiums. Employees may elect to pay for said benefits through the execution of an individual payroll deduction under the provisions of the Section 125 plan.

2. The Board shall provide hospitalization and health insurance, including major medical protection for part time employees scheduled to work four (4) hours or more but less than six (6) hours per workday pursuant to the terms and conditions of the Summary Plan Document distributed to employees and dated 7/1/2000; however, such part-time employees may enroll for dependent coverage by paying the difference between single and family premiums through payroll deduction by signing the proper authorization.

Effective 8/1/04, for Diagnostic X-Ray and Lab: PPO Network Providers – Eligible expenses paid at 80%. The plan deductible does not apply. Non-Network Providers – Eligible expenses paid at 60%, subject to the Non-Network deductible.

3. Employees scheduled to work less than four (4) hours per workday may enroll and pay for the above coverage for themselves and eligible dependents and have the traditional premiums deducted, through payroll deduction by signing the proper authorization.

C. Life, Accidental Death and Dismemberment Insurance Policy:

Fully District-paid for full-time employees working six (6) hours or more in the amount of \$15,000.00 with double indemnity.

Employees receiving \$20,000 in life insurance as of 7-1-02, shall continue to receive this amount.

Fully District-paid for part-time employees working four (4) hours or more but less than six (6) in the amount of \$5,000.00 with double indemnity.

D. Long-term Disability Insurance Policy:

Fully District-paid for full and part-time employees scheduled to work an average of four (4) hours or more.

E. General Liability and Catastrophe Insurance Policy:

District-paid for all full and part-time employees.

F. Worker's Compensation:

District-paid as required by law.

G. Dental Insurance:

The District shall provide for single coverage for full and part-time employees, scheduled to work four (4) hours or more per day under the existing dental insurance policy. At the employee's direction, the District shall provide up to \$50 per month for family coverage

for full and part-time employees scheduled to work four (4) hours or more per day under the existing dental insurance policy. Effective July 1, 2006, the District shall provide up to \$67 per month for family coverage. Upon notification to employees of a rate increase in the family premium, employees may elect to drop family coverage. Employees are only subject to rate increases and the opportunity to drop coverage annually in the month of June.

H. Vision Insurance:

The District shall provide District-paid single vision insurance for full and part-time employees under the existing vision insurance policy. Employees may elect to purchase family vision insurance by having the difference between the family premium and the single premium deducted from their paycheck.

I. Security employees who are receiving insurance during the school year will continue to receive insurance during the summer months. Those security employees who are not receiving insurance during the school year will not be eligible for insurance during the summer months.

ARTICLE XV

DURATION

This Agreement shall become effective on the 1st day of July, 2006 and thereafter remain in full force and effect until the 30th day of June, 2007.

FOR DAVENPORT COMMUNITY SCHOOL  
DISTRICT, DAVENPORT, IOWA

*Jim Cunniff*

FOR LOCAL 751, COUNCIL  
61, AFSCME, AFL-CIO

*Ty Calkins*  
*Patricia Mint*  
*Dolly Ellis*  
*Robert E. Spring*  
*Ruben Moore*

# EXHIBIT A

## DAVENPORT COMMUNITY SCHOOL DISTRICT CUSTODIAN SALARY SCHEDULE

2006 -2007

### Class Title

Custodian 7/01/06

Entry Grade	\$10.24
After 6 Months	\$11.08
After 12 Months	\$11.65
After 24 Months	\$12.29
After 36 Months	\$12.91
After 48 Months	\$13.65
After 60 Months	\$14.22

### Lead Custodian

Entry Grade	\$13.25
After 6 Months	\$14.77

### Head Custodian

Entry Grade	\$13.55
After 6 Months	\$15.21

### Central Heating Plant

Entry Grade	\$13.58
After 6 Months	\$14.77

### Groundskeeper

Entry Grade	\$13.58
After 6 Months	\$14.77

### Senior High Head Custodian

entry Grade	\$13.74
After 6 Months	\$15.52

Longevity	10 - 19 years	\$.10 per hour
	20-24 years	\$.20 per hour
	25+ years	\$.25 per hour

\$.18 per hour premium paid to those employees on the custodial staff whose regular hours are after 2:00 p.m.

\$.20 per hour premium paid to those employees whose regular hours begin after 9:30 p.m.

Employees shall be paid according to classification held and the total years of service provided.

#### WAREHOUSE

##### Warehouse Person I

<u>Step</u>	7/01/06
Entry Grade	\$13.41
After 6 Months	\$14.07
After 18 Months	\$14.42

##### Warehouse Person II

<u>Step</u>	7/01/06
Entry Grade	\$14.29
After 6 Months	\$15.18
After 18 Months	\$15.50

Longevity	10 - 19 years	\$.10 per hour
	20 – 24 years	\$.20 per hour
	25+ years	\$.25 per hour

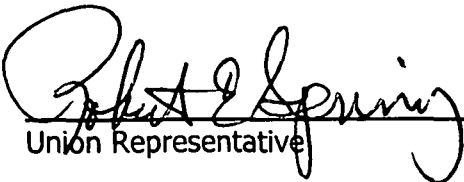
#### CAMPUS SUPERVISORS

<u>Step Schedule</u>	7/01/06
Hiring Step	\$11.08
Step 2 after 12 months	\$11.95
Step 3 after 24 months	\$12.86
Grandfather	\$14.51

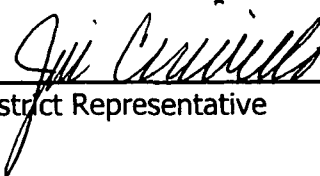
Longevity	10 - 19 years	\$.10 per hour
	20-24 years	\$.20 per hour
	25+ years	\$.25 per hour

## Memorandum of Understanding

1. The Davenport Community School District and AFSCME Local 751 agree that changes to the district custodial performance evaluation form agreed to during FY 1997-2000 will be made only with mutual agreement.
2. The district will provide the local union president with a disk every month showing the name, home address, social security number, payroll number and work site of union members. The union will provide the district with 12 diskettes.
3. A representative of this bargaining unit will participate in the Davenport Community School District's Insurance Task Force to study cost saving measures.
4. The District and the Union may each appoint up to nine members to serve on a task force to listen to a presentation by an objective 3rd party on the advantages and disadvantages of creating a merged collective bargaining agreement. In addition, the DCSD Board of Education members will be invited to attend. The parties will jointly draft a letter to be sent to the University of Iowa requesting experts who will be able to meet with the task force ideally by November 1, 2006. In the event the University of Iowa submits the name of more than one expert, the parties shall alternately strike names and the party making the first strike shall be the party winning a coin toss. Discussion will take place following the presentation. Members of the Task Force will not be in a paid status prior to the time the Union submits its initial proposal for 2007-08 negotiations.

  
Union Representative

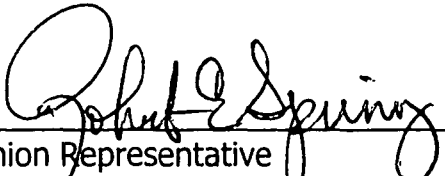
8-16-06  
Date


  
District Representative

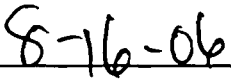
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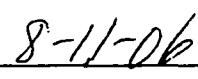
## MEMORANDUM OF UNDERSTANDING

It is understood by the parties, if the District establishes an in-house central copy shop, the parties will meet to discuss the wage of the job classifications of those employees.

  
Union Representative

  
District Representative

  
Date

  
Date